

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NIKE, INC.,

Plaintiff,

v.

AIA SPORTSWEAR STORE STORE and THE
INDIVIDUALS AND ENTITIES OPERATING
AIA SPORTSWEAR STORE STORE,

Defendants.

Case No. 20-cv-03576

Judge John Z. Lee

Magistrate Judge Sunil R. Harjani

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Nike, Inc. (“Plaintiff” or “Nike”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Amended Complaint and attached hereto (collectively, the “Seller Aliases”), and Nike having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Nike a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Nike having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

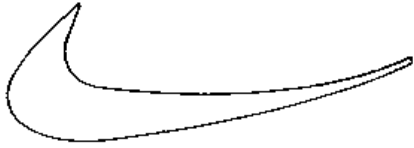
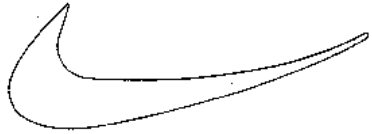


¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.




Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using counterfeit and infringing versions of Nike's federally registered trademarks (the "Nike Trademarks") to residents of Illinois. A list of the Nike Trademarks is included in the below chart.


Registration Number	Trademark	Goods and Services
978952	NIKE (word mark)	For: Athletic shoes with spikes and athletic uniforms for use with such shoes in class 025. For: Athletic shoes without spikes and athletic uniforms for use with such shoes in class 025.
1153938	NIKE (word mark)	For: All purpose sports bags, travel bags, hand bags and shoulder bags in class 018.
1214930	NIKE (word mark)	For: Footwear in class 025.
1945654	NIKE (word mark)	For: Full line of sports clothing in class 025.
1277066	NIKE (word mark)	For: Athletic and casual clothing for men, women and children-namely, shirts, pants, shorts, jackets, warm-up suits, headwear, socks in class 025.

4704670	NIKE (word mark)	For: Cell phone cases; parts and accessories for cell phones, namely, cell phone covers, specialty carrying cases for cell phones; cases for hand-held computing devices; protective covers for hand-held computing devices; eyewear; sunglasses; goggles for sports; ski goggles; snow goggles; computer application software for smart phones and mobile devices, namely, software for social networking, receipt and transmission of data, fitness, and fitness assessments; computer software for fitness and fitness assessments; electronic game discs, interactive game discs; sensors and electronic monitoring devices incorporating microprocessors, digital display, and accelerometers, for detecting, storing, reporting, monitoring, uploading and downloading sport, fitness training, and activity data to the internet, mobile devices, and gaming consoles, and communication with mobile devices, gaming consoles and computers, electronic devices; USB hardware, USB chargers, adapters; USB adapters, pedometers; electronic monitoring devices incorporating indicators that light up and change color based on wearer's cumulative activity level in class 009.
1307123	NIKE AIR (word mark)	For: Footwear and Cushioning Elements for Footwear Soles in class 025.
3192901	NIKE FREE (word mark)	For: Footwear in class 025.





977190		For: Athletic shoes with spikes and athletic uniforms for use with such shoes in class 025. For: Athletic shoes without spikes and athletic uniforms for use with such shoes in class 025.
1145473		For: All Purpose Sports Bags, Travel Bags, Hand Bags and Shoulder Bags in class 018.
1323343		For: Footwear in class 025.
4704672		For: Cell phone cases; parts and accessories for cell phones, namely, cell phone covers, specialty carrying cases for cell phones; cases for hand-held computing devices; protective covers for hand-held computing devices; eyewear; sunglasses; goggles for sports; ski goggles; snow goggles; computer application software for smart phones and mobile devices, namely, software for social networking, receipt and transmission of data, fitness, and fitness assessments; computer software for fitness and fitness assessments; electronic game discs, interactive game discs; sensors and electronic monitoring devices incorporating microprocessors, digital display, and accelerometers, for detecting, storing, reporting, monitoring, uploading and downloading sport, fitness training,





		and activity data to the internet, mobile devices, and gaming consoles, and communication with mobile devices, gaming consoles and computers, electronic devices; USB hardware, USB chargers, adapters; USB adapters, pedometers; electronic monitoring devices incorporating indicators that light up and change color based on wearer's cumulative activity level in class 009.
1284385		For: Athletic and Casual Clothing for Men, Women and Children- Namely, Shirts, Pants, Shorts, Jackets, Warm-Up Suits, Swimwear, Tenniswear, Skirts, Sweaters, Underwear, Headwear, Socks and Wristbands in class 025.
1990180		For: full line of sports clothing in class 025.
2068075		For: footwear and clothing, namely caps, socks and sweatshirts in class 025.

1571066		For: Clothing, namely t-shirts in class 025.
1284386		For: Footwear in class 025.
1237469		For: Athletic and casual clothing for men, women and children-namely, shirts, pants, shorts, jackets, warm-up suits, swimwear, sweaters, underwear, headwear, and socks, handwear in class 025
1325938		For: Footwear in class 025.
1772987		For: All-purpose sports bags, backpacks and duffle bags in class 018.

2104329		For: Footwear in class 025.
4704671	JUST DO IT (word mark)	For: Cell phone cases; parts and accessories for cell phones, namely, cell phone covers; specialty carrying cases for cell phones; cases for hand-held computing devices; protective covers for hand-held computing devices; eyewear; sunglasses in class 09.
4764071	JUST DO IT (word mark)	For: All purpose sport bags; Backpacks in class 018. For: Footwear; Headbands; Headwear; Pants; Shorts; Sports bras; Tank tops; Tights; Warm up suits in class 025.
1875307	JUST DO IT. (word mark)	For: Clothing, namely t-shirts, sweatshirts and caps in class 025.
1200529	SWOOSH (word mark)	For: footwear in class 025.
2164810	SWOOSH (word mark)	For: clothing namely, socks and T-shirts in class 025.
1508348	AIR MAX (word mark)	For: footwear in class 025.
1789463	AIR TRAINER MAX (word mark)	For: footwear in class 025.
5503242	VAPORMAX (word mark)	For: Footwear in class 025.
5286596	NIKE AIR VAPORMAX (word mark)	For: Footwear in class 025.
2716140	PRESTO (word mark)	For: Footwear in class 025.
3370246	LEBRON (word mark)	For: Footwear; apparel, namely, shirts, pants, shorts, caps, hats, tank tops, t-shirts, pullovers, sweatshirts,

		jackets, socks in class 025.
3412757	LEBRON (word mark)	For: All-purpose sports bags, backpacks, and shoe bags for travel in class 018.
1370283	AIR JORDAN (word mark)	For: footwear and athletic clothing, namely, shirts, pants, shorts in class 025.
1686515	AIR FLIGHT (word mark)	For: footwear in class 025.
4210496	MERCURIAL (word mark)	For: Bags, namely, all-purpose sports bags, tote bags, duffle bags, messenger bags and backpacks in class 018. For: Footwear in class 025.
3780236	DUNK (word mark)	For: athletic footwear, not to include shoe care products in class 025.
4902368	AIR FORCE 1 (word mark)	For: Apparel, namely, shirts, t-shirts; headwear, namely, hats, caps in class 025.
3520484	AIR FORCE 1 (word mark)	For: Footwear in class 025.
1027021	CORTEZ (word mark)	For: Athletic shoes for track and field in class 025.
1794058	DRI-FIT (word mark)	For: clothing; namely, ((pants,)) shorts, tights, tops, and shirts in class 025.
2571314	DRI-FIT (word mark)	For: Clothing, namely, caps, dresses, headbands, leotards, jackets, skirts, socks, sports bras, sweatshirts, t-shirts, underwear in class 025. For: Sporting goods, namely, baseball gloves, soccer shinguards, and golf gloves in class 028.

1887959	DRI-FIT (word mark)	For: clothing; namely, singlets, and vests in class 025.
4393310	FLYKNIT (word mark)	For: footwear in class 025.
5700611	TECHKNIT (word mark)	For: Apparel, namely, capri pants, pants, sweatpants, shorts, tank tops, t-shirts, short-sleeved shirts, long-sleeved shirts, sweatshirts, jackets, hats, caps in class 025.
1839775	THERMA-FIT (word mark)	For: clothing; namely, pants, sweatpants, jackets, sweatshirts, and vests in class 025.
1558100		For: Footwear, t-shirts, shorts, pullovers, pants, warm-up suits and tank tops in class 025.
1742019		For: all-purpose sports bags and backpacks in class 018. For: footwear and clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, tank tops, warm-up suits, jackets, hats, caps, and socks in class 025.
3725535		For: Footwear; Apparel, namely, shirts, pants, shorts; Jackets, hats; Sweatshirt in class 025.
4254513		For: Backpacks, duffle bags, drawstring pouches in class 018 For: Footwear; apparel, namely, jerseys, pants, shorts, t-shirts, shirts, sweatshirts, hooded sweatshirts, sweatpants, vests, tank tops, jackets, coats, socks, wrist bands,

		<p>headbands, headwear, hats, caps, sweatbands, sweaters in class 025.</p> <p>For: Sports balls; basketballs in class 028.</p>
5392140		<p>For: All-purpose sports bags, backpacks, duffle bags, tote bags, gym bags, drawstring pouches in class 018</p> <p>For: Footwear; headwear; hats, caps, headbands, sweatbands; apparel, namely, pants, shorts, shirts, t-shirts, pullovers, jerseys, sweat shirts, sweat pants, sweaters, jackets, socks, vests, hoods in class 025.</p>
3580156		<p>For: Footwear; apparel, namely, shirts, t-shirts, tops in class 025.</p>
4462766		<p>For: Backpacks in class 018.</p> <p>For: T-shirts, shirts, sweatshirts, pants, shorts, jackets, tops, socks, footwear in class 025.</p>
5583346		<p>For: All-purpose athletic bags; Book bags; Messenger bags; Sack packs, namely, drawstring bags used as backpacks; Satchels; School bags; Sports bags in class 018.</p> <p>For: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Athletic shirts; Athletic shorts; Baseball caps and hats; Beanies; Cap peaks; Clothing, namely, athletic sleeves; Fleece pullovers; Graphic T-shirts; Hats; Headbands; Hooded pullovers; Hooded sweat shirts; Jackets; Jerseys; Knitted</p>

		caps; Long-sleeved shirts; Long sleeve pullovers; Moisture-wicking sports shirts; Pullovers; Short-sleeved or long-sleeved t-shirts; Shorts; Sweatpants; Sweatshirts; Tank-tops; Track jackets; Warm-up suits; Wristbands; Athletic shorts; Short-sleeved or long-sleeved t-shirts; Sleeveless jerseys; Sports jerseys in class 025.
--	--	--

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

IT IS HEREBY ORDERED that Nike's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. using the Nike Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Nike product or not authorized by Nike to be sold in connection with the Nike Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Nike product or any other product produced by Nike, that is not Nike's or not produced under the authorization, control or supervision of Nike and approved by Nike for sale under the Nike Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Nike, or are sponsored by, approved by, or otherwise connected with Nike;
 - d. further infringing the Nike Trademarks and damaging Nike's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Nike, nor authorized by Nike to be sold or offered for sale, and which bear any of Nike's trademarks, including the Nike Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Nike's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), and ContextLogic Inc. d/b/a Wish.com ("Wish.com") (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Nike Trademarks.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Nike is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit Nike Trademarks on products sold through at least Defaulting Defendants' Online Marketplaces. The one hundred thousand dollar (\$100,000) award

shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.

4. Nike may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, and Amazon Pay, by e-mail delivery to the e-mail addresses Nike used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified statutory damages award, currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are hereby released to Nike as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are ordered to release to Nike the amounts from Defaulting Defendants’ financial accounts within five (5) business days of receipt of this Order.
7. Until Nike has recovered full payment of monies owed to it by any Defaulting Defendant, Nike shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants

are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall within five (5) business days:

- a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Joe Pallett, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Nike as partial payment of the above-identified damages within five (5) business days of receipt of this Order.
8. In the event that Nike identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Nike may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Joe Pallett and any e-mail addresses provided for Defaulting Defendants by third parties.

9. Nike was directed to submit a bond to the Court once in-person civil case hearings resumed. Since in-person civil case hearings have not resumed, no bond was submitted.

Therefore, there is no bond to release.

This is a Final Judgment.

DATED: September 21, 2020

A handwritten signature in black ink, appearing to read "John Z. Lee", written in a cursive style.

John Z. Lee
United States District Judge

**Nike, Inc. v. AIA Sportswear Store Store and the Individuals and Entities Operating AIA
Sportswear Store Store - Case No. 20-cv-3576**

Schedule A

No.	Seller Aliases
1	AIA Sportswear Store Store

No.	Seller Aliases

No.	Online Marketplaces
1	aliexpress.com/store/5429106

No.	Online Marketplaces